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NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

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SORINA PEREZ

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SORINA PEREZ, an individual, ) Case No.  
Plaintiff, ) **VERIFIED COMPLAINT FOR DAMAGES**  
v. ) **JURY TRIAL DEMANDED**  
PREMIUM RECEIVABLES, LLC, and )  
DOES 1 through 20, inclusive, )  
Defendants. )

INTRODUCTION

1. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. Congress wrote

1 the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq  
2 (hereinafter "FDCPA"), to eliminate abusive debt collection  
3 practices by debt collectors, to insure that those debt  
4 collectors who refrain from using abusive debt collection  
5 practices are not competitively disadvantaged, and to promote  
6 consistent State action to protect consumers against debt  
7 collection abuses.<sup>1</sup>

8  
9 2. The California legislature has determined that the  
10 banking and credit system and grantors of credit to consumers  
11 are dependent upon the collection of just and owing debts and  
12 that unfair or deceptive collection practices undermine the  
13 public confidence that is essential to the continued functioning  
14 of the banking and credit system and sound extensions of credit  
15 to consumers. The Legislature has further determined that there  
16 is a need to ensure that debt collectors exercise this  
17 responsibility with fairness, honesty and due regard for the  
18 debtor's rights and that debt collectors must be prohibited from  
19 engaging in unfair or deceptive acts or practices.<sup>2</sup>

20 3. SORINA PEREZ (hereinafter "Plaintiff"), by Plaintiff's  
21 attorneys, brings this action to challenge the actions of  
22 PREMIUM RECEIVABLES, LLC (hereinafter "Defendant PR"), with  
23

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24 <sup>1</sup> 15 U.S.C. 1692(a)-(e)

25 <sup>2</sup> Cal. Civ. Code 1788.1(a)-(b)

1 regard to attempts by Defendants, debt collectors, to unlawfully  
2 and abusively collect a debt allegedly owed by Plaintiff, and  
3 this conduct caused Plaintiff's damages.

4       4. For the purposes of this Verified Complaint for  
5 Damages, unless otherwise indicated, "Defendant" includes all  
6 agents, employees, officers, members, directors, heirs,  
7 successors, assigns, principals, trustees, sureties, subrogees,  
8 representatives and insurers of Defendant(s) named in this  
9 caption.  
10

#### 11 JURISDICTION AND VENUE

12       5. Jurisdiction of this Court arises pursuant to 28  
13 U.S.C. § 1331 and 15 U.S.C. § 1692k(d), and 28 U.S.C. § 1367 for  
14 supplemental state law claims.

15       6. This action arises out of Defendants' violations of  
16 the following: the Rosenthal Fair Debt Collection Practices  
17 Act, California Civil Code §§ 1788-1788.32 (RFDCPA), the Fair  
18 Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq.

19       7. Because Defendants do business within the State of  
20 California, personal jurisdiction is established.

21       8. Venue is proper pursuant to 28 U.S.C. §1391.  
22

#### 23 PARTIES

24       9. Plaintiff is a natural person who resides in the  
25 County of Contra Costa, State of California and is obligated or

1 allegedly obligated to pay a debt and is a "consumer" as that  
2 term is defined by 15 U.S.C. § 1692a(3).

3 10. Plaintiff is a natural person from whom a debt  
4 collector sought to collect a consumer debt which was due and  
5 owing or alleged to be due and owing from Plaintiff and is a  
6 "debtor" as that term is defined by California Civil Code §  
7 1788.2(h).

8 11. Plaintiff is informed and believes, and thereon  
9 alleges, that Defendant PR is a debt collector operating from  
10 Las Vegas, State of Nevada.

11 12. Plaintiff is informed and believes, and thereon  
12 alleges, that Defendant DOE 1, as an agent of Defendant PR,  
13 conducted business from Las Vegas, State of Nevada.

14 13. Plaintiff is informed and believes, and thereon  
15 alleges, that Defendants are persons who use an instrumentality  
16 of interstate commerce or the mails in any business the  
17 principal purpose of which is the collection of any debts, or  
18 who regularly collects or attempts to collect, directly or  
19 indirectly, debts owed or due or asserted to be owed or due  
20 another and are "debt collectors" as that term is defined in 15  
21 U.S.C. § 1692a(6).

22 14. Plaintiff is informed and believes, and thereon  
23 alleges, that Defendants are not attorneys or counselors at law  
24 licensed in California and are persons who, in the ordinary  
25

1 course of business, regularly, on behalf of themselves or  
2 others, engages in debt collection as that term is defined by  
3 California Civil Code § 1788.2(b), and are "debt collectors" as  
4 that term is defined by California Civil Code § 1788.2(c).

5 15. This case involves money, property or their  
6 equivalent, due or owing or alleged to be due or owing from a  
7 natural person by reason of a consumer credit transaction. As  
8 such, this action arises out of a "consumer debt" and "consumer  
9 credit" as those terms are defined by Cal. Civ. Code §  
10 1788.2(f).  
11

#### 12 FACTUAL ALLEGATIONS

13 16. At all times relevant, Plaintiff was an individual  
14 residing within the State of California.

15 17. Plaintiff is informed and believes, and thereon  
16 alleges, that at all times relevant Defendants conducted  
17 business in the State of California.

18 18. Sometime before July 31, 2012, Plaintiff allegedly  
19 incurred financial obligations that were money, property, or  
20 their equivalent, which is due and owing, or alleged to be due  
21 or owing, from a natural person to another person and were  
22 therefore "debt(s)" as that term is defined by California Civil  
23 Code §1788.2(d), and a "consumer debt" as that term is defined  
24 by California Civil Code §1788.2(f).  
25



1        19. These financial obligations were primarily for  
2 personal, family, or household purposes and are therefore  
3 "debt(s)" as that term is defined by 15 U.S.C. §1692a(5).

4        20. Sometime before July 2012, Plaintiff fell behind in  
5 the payments allegedly owed on the alleged debt.

6        21. Plaintiff is informed and believes, and thereon  
7 alleges, that before July 2012, the alleged debt was assigned,  
8 placed, or otherwise transferred, to Defendant PR for  
9 collection.  
10

11        22. For about one and one-half months before July 31,  
12 2012, Defendant and its personnel left offensive and aggressive  
13 messages on Plaintiff's cell phone saying that Plaintiff needed  
14 to pick up the phone (insinuating that Plaintiff was avoiding  
15 them), telling Plaintiff to call back immediately, and that it  
16 was an extremely important matter. Plaintiff attempted to call  
17 back on three occasions, but received voicemail. On or about  
18 July 31, 2012, Plaintiff and Defendant's employee Ellis Merit  
19 spoke on the telephone. He spoke to Plaintiff in an aggressive  
20 and demeaning tone and told Plaintiff he was calling about a  
21 Mervyn's account. This account Plaintiff had not used or paid  
22 on for in excess of four years and it was not a valid debt.  
23 Because of the tone Defendant took with Plaintiff, Plaintiff  
24 hung up on Defendant, only to immediately receive a call back on  
25 the voicemail on her phone. During that call back, which was

1 recorded on Plaintiff's phone, Defendant through its employee  
2 Ellis Merit told Plaintiff she had 30 minutes to contact his  
3 office to resolve the debt on a voluntary basis, or Defendant  
4 was going to proceed to the fullest extent of the law, with or  
5 without her cooperation. Defendant said, "don't make the  
6 mistake in assuming we have to have your cooperation, because we  
7 don't." Defendant told Plaintiff to contact his office and act  
8 like an adult or Defendant would take the necessary acts to  
9 resolve it, good, bad, or indifferent. Defendant left the phone  
10 number of (714) 922-9477, and closed the conversation,  
11 "remember, life is choices."  
12

13 23. This telephone call to Plaintiff was a "communication"  
14 as that term is defined by 15 U.S.C. §1692a(2), a "debt  
15 collection" as that term is defined by California Civil Code  
16 §1788.2(b). As such, this action by Defendants violated  
17 15 U.S.C. §§1692d, 1692e, and 1692f. Because Defendants'  
18 actions violated 15 U.S.C. §§1692d, 1692e, and 1692f, Defendants  
19 also violated California Civil Code §1788.17.  
20

21 **CAUSES OF ACTION CLAIMED BY PLAINTIFFS**

22 **COUNT I**

23 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

24 **15 U.S.C. § 1692 et seq.**

25 24. Plaintiff incorporates by reference all of the above  
paragraphs of this Complaint as though fully stated herein.

1        25. The foregoing acts and omissions of Defendants  
2 constitute numerous and multiple violations of the FDCPA,  
3 including but not limited to each and every one of the above-  
4 cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.,  
5 including but not limited to, 1692d, 1692d(2), 1692e, and  
6 1692e(2).

7  
8        26. As a result of each and every Defendants' violations  
9 of the FDCPA, Plaintiff is entitled to any actual damages  
10 pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an  
11 amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(1);  
12 statutory damages in an amount up to \$1,000.00 pursuant to 15  
13 U.S.C. §1692k(a)(2)(A); and, reasonable attorney's fees and  
14 costs pursuant to 15 U.S.C. §1692k(a)(3) from Defendants.

15  
16                                    **COUNT II**

17                    **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

18                                    **§§ 1788-1788.32 (RFDCPA)**

19        27. Plaintiff incorporates by reference all of the above  
20 paragraphs of this Complaint as though fully stated herein.

21        28. The foregoing acts and omissions of Defendants  
22 constitute numerous and multiple violations of the RFDCPA.

23        29. As a result of Defendants' violations of the RFDCPA,  
24 Plaintiff is entitled to any actual damages pursuant to  
25 California Civil Code § 1788.30(a); statutory damages for a



1 knowing or willful violation in the amount up to \$1,000.00  
2 pursuant to California Civil Code § 1788.30(b); and reasonable  
3 attorney's fees and costs pursuant to California Civil Code §  
4 1788.30(c) from Defendants.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays that judgment be entered against  
7 Defendants for:

8 **FAIR DEBT COLLECTION PRACTICES ACT**

- 9
- 10 • an award of actual damages pursuant to 15 U.S.C.  
11 §1692k(a)(1) in an amount to be adduced at trial, from  
12 Defendants;
  - 13 • an award of statutory damages of \$1,000.00, pursuant  
14 to 15 U.S.C. § 1692k(a)(2)(A), from Defendants;
  - 15 • an award of costs of litigation and reasonable  
16 attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3)  
17 from Defendants.
- 18

19 **ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

- 20
- 21 • an award of actual damages pursuant to California  
22 Civil Code § 1788.30(a) in an amount to be adduced at  
23 trial, from Defendants;
- 24  
25

- an award of statutory damages of \$1,000.00, pursuant to California Civil Code § 1788.30(b), from Defendants;
- an award of costs of litigation and reasonable attorney's fees, pursuant to California Civil Code § 1788.30(c), from Defendants.

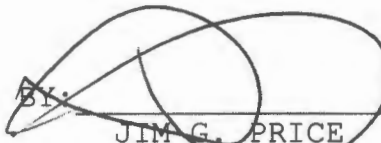
**TRIAL BY JURY**

Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

DATED: November 8, 2012

Respectfully submitted,

DELTA LAW GROUP



JIM G. PRICE  
Attorneys for Plaintiff  
SORINA PEREZ

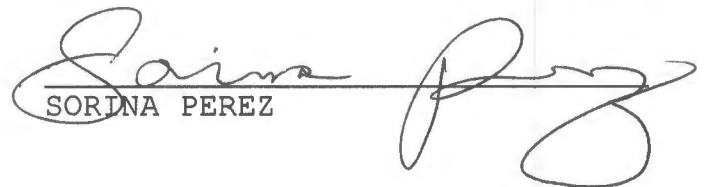
VERIFICATION

I, SORINA PEREZ, declare:

I am the Plaintiff in this action. I have read the foregoing document entitled: **VERIFIED COMPLAINT FOR DAMAGES** and know the contents thereof. The same is true of my own knowledge, except as to those matters stated therein on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 2nd day of November, 2012, at Brentwood, California.

  
SORINA PEREZ